

COMMONWEALTH OF KENTUCKY
BEFORE THE PUBLIC SERVICE COMMISSION

RECEIVED
OCT 22 2003
PUBLIC SERVICE
COMMISSION

In the matter of:)
)
SAEID SHAFIZADEH)
)
COMPLAINANT)
)
v.)
)
CINGULAR WIRELESS, LLC)
)
DEFENDANT)

CASE NO.: 2003-00400

COMPLAINT

*** **

Comes Now, the complainant, Saeid Shafizadeh ("Consumer"),
pro se, and for his Complaint states:

1. The Consumer, at all times hereinafter mentioned, was
and still is an individual residing in Jefferson County Kentucky;
Consumer's mailing address is: P.O. Box 21244, Louisville,
Kentucky 40221-0244. Consumer is a sole-practicing attorney
admitted to the bar of Kentucky and 19 other federal
jurisdictions. Consumer is also a licensed U.S. Customs Broker,
and an officer of Pars International Corporation, a firm that
among other things, operates a U.S. Customs High Security Bonded
Warehouse. As such, the wireless services have become an
essential part of the Consumer's livelihood and his ability to
earn a living, not to mention a vital link in urgent and
emergency situations between the Consumer and the society as a
whole.

2. The defendant, Cingular Wireless-Kentucky ("Cingular"), is an assumed name of Bell South Mobility, LLC, a Georgia Limited Liability Company. Cingular has offices in Jefferson County Kentucky; and as such, is found in, is an inhabitant of, and transacts business within the commonwealth of Kentucky; Cingular's service of process address is: Cingular Wireless-Kentucky, The Prentice-Hall Corporation System, 421 West Main Street, Frankfort, Kentucky 40601.

3. Cingular is a Telephone Utility that operates and provides a nationwide (including state of Kentucky) network of wireless services through its own outlets and subcontractors; as such, Cingular's is conducting business in and having an affect on the intrastate, interstate and foreign commerce.

4. Consumer initially contracted with the Cingular's parent company, Bell South Mobility, for wireless service on November 21, 1987, under the Account Number 502-5512950. (Exhibit 1). Since then, the contract has been renewed at various times.

5. The current valid and enforceable contract that was entered in, on or about July 26, 2001, provides for two wireless telephone services under the Account Number 01117005-001-01. (Exhibit 2)

6. Consumer uses the wireless phone number (502)599-3580; and the Consumer's daughter who is a college student (attending evening courses) uses the other wireless phone number (502)499-

1459, primarily for emergency purposes.

7. In near 16 years of wireless service, Consumer has almost always paid his wireless bills timely.

8. Cingular erroneously claims that Consumer has not paid for the services billed on June 18, 2003; the subject bill was for \$ 55.46. (Exhibit 3).

9. Consumer has repeatedly notified and provided Cingular with records showing that Cingular received the subject payment. In July, Consumer informed a Cingular Representative on the phone that June payment's check had cleared Consumer's account on July 18, 2003. This factual matter was later mentioned to Ms. Ginny Smith, the Director of the Consumer Services. (Exhibit 4)

10. When contacting the Cingular's Customer Service, consumers are automatically put on hold for long periods of time. Sometimes up to 30 minutes, during which consumers are forced to listen to Cingular's prerecorded sales pitch and advertisements at the consumers' time and expense. (Exhibit 4).

11. On August 11, 2003, Consumer received a Past Due Notice from Cingular. (Exhibit 5). In response, Consumer furnished a copy of the checking account statement showing the check #5592 that had cleared the bank. (Exhibit 6)

12. On September 11, 2003, Consumer forwarded a copy of the subject check that he had received from the bank to Cingular. (Exhibit 7).

13. Nonetheless, Cingular has willfully, deliberately and purposely disconnected Consumer's wireless services. Though there were periods of sporadic service in July, Consumer has been without wireless service since August 1, 2003. Consumer's daughter has been without wireless service since August 22, 2003.

14. Consumer has been deprived of the use of the wireless services that has been fully paid for. Consumer has suffered financial loss and business as a direct result of Cingular's conscious and deliberate act of disconnecting his wireless service. Consumer has made several trips out of town and attended various seminars during which he was unable to use the services of his wireless telephone for which Cingular has been fully paid.

15. Cingular has fraudulently charged the Consumer a Connection Charge of \$1.24 for the periods that service has remained disconnected. (Exhibit 8)

16. The duty of the Cingular to provide continuous service also extends to Consumer's daughter who has suffered damages as a result of unlawful disconnection of wireless service.

17. Cingular has breached duties owed the Consumer, his daughter and any third party affected by unlawful disconnection of wireless service, by failing to employ accounting practices that readily detect misapplication of funds to an account other than the one the payment should have been applied to.

18. Cingular breached duties owed the Consumer, his daughter and any third party affected by unlawful disconnection of wireless service, by failing to exercise due diligence in hiring and supervising its employees to ensure prompt application of funds received from Consumer to the proper account.

19. Accordingly, Cingular has breached the duty to exercise reasonable care to ensure public service is continuously provided to Consumer who has paid for the service..

20. When Cingular was made aware of its breach, instead of correcting the problem, it resorted to deliberate and conscious acts of disconnecting Consumer's wireless service and defaming Consumer by continuous broadcasting of the nonpayment message.

21. Cingular has been maliciously, willfully, purposely and deliberately broadcasting a false and misleading pre-recorded message on Consumer's telephone that the call is redirected due to nonpayment on the account.

22. Consumer daughter has informed the Consumer that when she tries to dial out, a pre-recorded message by Cingular informs her that the call is redirected due to nonpayment on the account.

23. Consumer has paid the subject bill, therefore, Cingular is intentionally and deliberately is broadcasting the nonpayment messages with an evil and unlawful purpose to collect monies it has already received.

24. Cingular's conscious wrongdoing is motivated by the

desire to coerce the collection of debt that does not exist.

25. Consumer is informed and believes that Cingular's conduct by broadcasting the nonpayment message on his daughter's wireless telephone is intended to defame him, and as such is outrageous and intolerable because it offends generally accepted standards of decency and morality.

26. Cingular's conduct has caused Consumer severe emotional distress in addition to loss of reputation, Consumer has been humiliated, mortified and his social standing has been impaired.

27. Cingular's acts described here above constitute unfair, false, deceptive or misleading acts or practices that are prohibited by the Kentucky Consumer Protection Act, KRS 367.170, and by the Unfair and Deceptive Acts and Practices, Title 15 U.S.C. § 5711 et seq., as a result of which Consumer has suffered substantial economic harm.

28. Notwithstanding the lack of Wireless service, Consumer has met his contractual obligation by continuing to pay the Cingular's monthly service bills for wireless service that has been disconnected. (Exhibit 9)

29. Consumer has demanded complete copies of his pay history along with copies of his contracts with Cingular. (Exhibit 10). However, Cingular has only provided copies of the monthly bills for June, July and August of 2003.

30. Consumer has always been compliant with the

Commission's administrative regulations as prescribed by 807 KAR 5:006 § 5(2).

31. On information and belief, Cingular without Consumer's permission has been using Consumer's social security number as a password to access the subject account concerning disputes over services provided.

32. Pursuant to provisions of the Title 42 United States Code (U.S.C.) § 405(c)(2)(C)(viii)(I), social security account numbers and related records that are obtained and maintained, shall be confidential and shall not be disclosed. The policy leading to the enactment of the statute was articulated in *Amy Boyer's Law*, Pub.L. 106-553, § 1(a)(2) [Title VI, § 635(b)], Dec. 21, 2000, 114 Stat. 2762, 2762A-114 (repealed by Pub.L. 106-554); it was the Congress' findings that the inappropriate display, sale or **use** of social security number is a significant factor in a growing range of illegal activities, including fraud, identity theft, and in some cases, stalking, and other violent crimes.

33. Consumer has put Cingular on express notice to cease and desist from using his social security number for discussing service disputes.

34. Cingular has refused to comply with the Consumer's demand and it has willfully and deliberately continues to use the Consumer's social security number as a password to discuss service disputes.

35. Absent discovery, Consumer is unable to ascertain the extent of dissemination of his social security number by Cingular, its agents and employees, and to determine the type of fidelity bond and/or insurance coverage provided to remedy potential misuses of social security number by Cingular, its employees and agents.

36. Cingular has left two pre-recorded, computer-generated messages on Consumer's answering machine at (502)363-0000. For security purposes associated with the Consumer's business, Consumer has subscribed to and been paying for the Bell South's Caller I.D. service; the service is contractually required to identify calls originated through Bell South system and reject calls that their numbers are blocked.

37. Though part of the Bell South family of telephone service providers, when contacting Consumer, Cingular utilizes telephone services that block its Caller Identification Number which are not automatically rejected. Absent discovery, Consumer is unable to ascertain whether the services of a third party including a collection agency has been utilized to contact the Consumer; if so, a number of federal statutes are invoked the violation of which substantially changes the dynamics of this complaint.

WHEREFORE, since Consumer intends to pursue a separate tort action in the Jefferson Circuit Court for damages against

Cingular and individuals responsible, he demands the Commission:

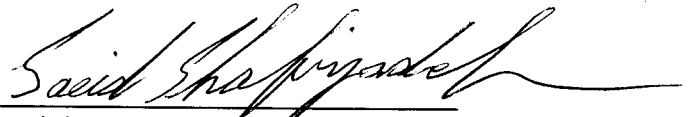
1. To issue an injunction requiring Cingular to preserve and to protect all the records pertaining to issues complained of herein;
2. To conduct a full investigation and to issue an official report of its findings concerning the Cingular's actions complained of herein;
3. To issue an Order requiring Cingular to employ sufficient personal and adequately train that personal to readily detect accounting mistakes.
4. To issue an Order requiring Cingular to restrict access by its employees to personal data of consumers, and to provide safeguards that protect the personal data of consumers from becoming the object of Cingular's corporate exploitations; specifically, avoid using consumers' social security number as a password to access records.
5. To issue an Order requiring Cingular to use telephone services that do not block their numbers from detection by the Caller I.D. services when contacting consumers in Kentucky.
6. To issue an Order requiring Cingular to remove defamatory and/or derogatory messages from its broadcast on Consumers' wireless phones.
7. To issue an Order requiring Cingular to provide more

personnel and shorter response time to consumers who are put on hold when calling Cingular's Customer Service.

8. To issue an Order allowing Consumer to conduct limited discovery under the jurisdiction of the Commission.
9. Award Consumer reasonable attorney's fee and costs incurred.
10. Award such other and further relief as the Commission may deem proper and just in the premises.

October 20, 2003, Louisville, Kentucky

Respectfully Submitted

A handwritten signature in dark ink, appearing to read 'Saeid Shafizadeh', with a long horizontal flourish extending to the right.

Saeid Shafizadeh, Consumer
Attorney at Law
P.O. Box 21244
Louisville, Kentucky 40221
(502) 363-0000

CELLULAR SERVICE APPLICATION



BellSouth Mobility

A Bellsouth Company

Distribution Service Center
5600 Glenridge Drive
Suite 600
Atlanta, Ga. 30342

Agent/Vendor
Direct Sales Code

E-3454

Today's Date: 11/21/87

Desired Date of Service: 11/23/87

MOBILE TELEPHONE NUMBER(S)

Please note that all items must be completed in order to obtain service. For BellSouth Mobility
Customer Service, please call 800-351-2400.

BASIC INFORMATION	FOR USE CT	BILLING NAME AND BILLING ADDRESS, PLEASE PRINT	PREVIOUS ADDRESS
	CS	NAME <input checked="" type="checkbox"/> STREET ADDRESS	NAME <input checked="" type="checkbox"/> STREET ADDRESS
	DB	CITY	CITY
		COUNTY	COUNTY
CREDIT INFORMATION		INSIDE CITY: YES <input type="checkbox"/> NO <input type="checkbox"/>	
		THIS IS A: (A) <input type="checkbox"/> CORPORATION (B) <input type="checkbox"/> PARTNERSHIP (C) <input type="checkbox"/> SOLE PROPRIETORSHIP (D) <input type="checkbox"/> OTHER	
		CONTACT NAME: SAID CHAFIZADEH	CONTACT'S BIRTHDATE: 2-28-14-57
		BUSINESS PHONE #: (502) 452-1958	DRIVER'S LICENSE #: 07584251
EQUIPMENT		HOME PHONE #: ()	SOCIAL SECURITY #:
		STREET ADDRESS (if different from billing address)	BANK REFERENCE
		119411 DISHOP LAKE / PO 44	LIBERTY NATIONAL
		REFERENCES (MAJOR SUPPLIERS)	Contact name and account
SERVICE INFORMATION		1. Name, address, city, state and zip code	MARSHALL BRADLEY
		2. Name, address, city, state and zip code	
		Contact name and phone number	
		Purchase Order Number	
INTER-LATA INFORMATION		EMPLOYER/FIRM	LENGTH OF EMPLOYMENT:
		PRESENT ANNUAL INCOME: <input type="checkbox"/> under \$35,000 <input type="checkbox"/> \$35,000 to \$49,999 <input type="checkbox"/> \$50,000 to \$74,999 <input type="checkbox"/> \$75,000 and above	
		AMERICAN EXPRESS #	VISA #
		MASTERCARD #	RENT or <input type="checkbox"/> OWN HOME
MISCELLANEOUS		EQUIPMENT IDENTIFICATION:	
		ELECTRICAL SERIAL NUMBERS OF MOBILE EQUIPMENT: S/N 6813	
NOTICE		PLEASE CHECK DESIRED SERVICE FEATURES AVAILABLE AT AN ADDITIONAL CHARGE:	
		<input checked="" type="checkbox"/> Detailed Billing <input type="checkbox"/> Outgoing Only Restriction <input type="checkbox"/> Call Waiting	
		<input type="checkbox"/> Toll Restriction <input type="checkbox"/> Call Forwarding <input type="checkbox"/> Three-Party Conferencing	
		<input type="checkbox"/> Incoming Only Restriction <input type="checkbox"/> No Answer Transfer	
GUARANTEE		PRICING PLANS:	
		A service charge applies to all new service.	
		Total Company Mobile Numbers	
NOTICE		PLEASE CHOOSE ONE OF THE FOLLOWING CARRIERS FOR YOUR INTER-LATA LONG DISTANCE SERVICE:	
		<input type="checkbox"/> MCI <input type="checkbox"/> American System of Louisville <input type="checkbox"/> TMC of Louisville	
		<input checked="" type="checkbox"/> AT&T Long Distance Service <input type="checkbox"/> US Sprint <input type="checkbox"/> Western Union	
		<input type="checkbox"/> Toll Restriction (\$1.75 per month, operator assisted toll calls only)	
NOTICE		NATURE OF BUSINESS: STANDARD INDUSTRIAL CLASSIFICATION (SIC) CODE	
		ARE YOU CURRENTLY: (A) <input type="checkbox"/> Using a Pager (B) <input type="checkbox"/> Using a Mobile Phone (C) <input type="checkbox"/> On a Mobile Phone Service Waiting List (D) <input checked="" type="checkbox"/> None of the above	
		NUMBER OF FULL TIME EMPLOYEES: (A) <input checked="" type="checkbox"/> 1-5 (B) <input type="checkbox"/> 6-10 (C) <input type="checkbox"/> 11-25 (D) <input type="checkbox"/> 26-100 (E) <input type="checkbox"/> 101 and above	
		STATISTICAL DATA: (ANSWERING THE FOLLOWING INFORMATION IS STRICTLY VOLUNTARY)	
NOTICE		PRIMARY LANGUAGE SPOKEN: (A) <input checked="" type="checkbox"/> ENGLISH (B) <input type="checkbox"/> SPANISH (C) <input type="checkbox"/> OTHER	
		ETHNIC BACKGROUND: (A) <input checked="" type="checkbox"/> CAUCASIAN (B) <input type="checkbox"/> BLACK (C) <input type="checkbox"/> HISPANIC (D) <input type="checkbox"/> ASIAN (E) <input type="checkbox"/> OTHER	
		LIST INFORMATION FOR ADDITIONAL VEHICLES ON SEPARATE PAGE	
		VEHICLE(S) IN WHICH MOBILE PHONE(S) ARE TO BE USED:	
NOTICE		1. Year Make Model Authorized User	
		2. Year Make Model Authorized User	
		THE MOBILE EQUIPMENT: (A) <input checked="" type="checkbox"/> Purchased (B) <input type="checkbox"/> Leased (C) <input type="checkbox"/> Rented from Service Only	
		If the Customer is a corporation, partnership, or other entity, the undersigned hereby personally guarantees, unconditionally and at all times, the payment when due of any and all indebtedness of such corporation, partnership or other entity to BellSouth Mobility Inc. for the services and equipment provided pursuant to the Agreement. The undersigned waives notice of any transaction or obligation guaranteed which BellSouth Mobility may create, renew, extend, or alter in whole or in part from time to time during the term of this Agreement to such corporation, partnership, or other entity.	
NOTICE		NOTICE TO CUSTOMER - By signing below, you acknowledge that you have received a copy of this Service Application and the Authorized User Sales Agreement, that you understand it, and you agree to be bound by the terms of the Authorized User Sales Agreement on the reverse side.	
		I authorize any person or credit reporting agency to compile and furnish to BellSouth Mobility any information it may have or obtain in response to an inquiry from BellSouth	
		X	
		Customer Authorized Signature	Print Name

WIRELESS SERVICE AGREEMENT CINGULAR WIRELESS

Suite 1100-C0 5565 Glenridge Connector Atlanta, GA 30342 1.800.331.0500

CUSTOMER INFORMATION

Customer Name: SAEID SHAFIZADEH
Billing Address: - PO BOX 21244
LOUISVILLE KY 40221-0244
Phone Numbers: (H) (502) 363-0000
(W) (502) 363-0000
Driver's License: KY: 262851793

SALES CENTER INFORMATION

Agent: 23
Store #: 0354 **Sales Rep Number:** 120368

EQUIPMENT INFORMATION

Mobile Number: (502) 599-3580
Mfr: P
Mdl: UNKNOWN **ESN:** 09400207610
MSN: C36BF4AC

SERVICE INFORMATION

Provider: CINGULAR WIRELESS
City: -
Inception Date: 07/26/2001 **Deposit:** \$0.00
Billing Period: 18 - 19
One Time Setup Fee: \$0.00
Term: 1 YEAR CONTRACT*

Early Termination Fee of \$240 prorated as provided in Terms and Conditions. At the end of the SERVICE COMMITMENT, this Agreement will stay in force pursuant to the Terms and Conditions of this Wireless Service Agreement.

Customer's Initials: _____

PHONE INSURANCE (initial one) ACCEPT _____ DECLINE ☒
(NOT AVAILABLE IN ALL LOCATIONS)

If you subscribe to PHONE INSURANCE, you acknowledge that you have received and read the brochure for same and understand the terms and conditions under which same is offered outlined therein.

CREDIT CHECK CONSENT AND REPORTING AUTHORIZATION - I authorize and instruct any person, consumer reporting agency or credit reporting agency to complete and furnish to Cingular Wireless or for Cingular Wireless to compile any information it has on me or the entity on whose behalf I am making this application. I authorize Cingular Wireless to disclose information related to my account(s), including confidential information and payment history, to credit reporting agencies or private credit reporting associations. I also authorize Cingular Wireless to periodically obtain and use my credit report and other credit information from any source including credit-reporting agencies, private credit reporting associations, and other third parties, in connection with the provision and offering of wireless and other services. I am hereby notified that a negative credit report reflection on my credit report may be submitted to a credit agency if I fail to fulfill the terms of my credit obligations.

TERMS AND CONDITIONS - Other important Terms and Conditions of service for the rate plan, features and/or options selected by you are contained in the Terms and Conditions and rate plan provisions provided to you. The terms and conditions and rate plan provisions are incorporated by reference herein. I acknowledge that the Terms and Conditions are on the back of this page or that the Terms and Conditions version number CW202004 were separately provided to me.

GUARANTY - I guarantee, jointly and severally, the prompt and full payment of all sums now or hereinafter due from the entity shown above, and you may proceed directly against me without the need to proceed first against the above referenced entity.

DOOR-TO-DOOR SALE - IF THIS IS A DOOR-TO-DOOR SALE, YOU THE BUYER MAY HAVE RIGHTS UNDER APPLICABLE LAW TO CANCEL THIS TRANSACTION AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION. IF APPLICABLE, SEE THE ASSOCIATED NOTICE OF CANCELLATION FORM AND EXPLANATION OF THIS RIGHT.

CONNECTION CHARGE / NETWORK SURCHARGE - A connection charge of \$1.24 per month will apply during any month in which a call originated from the wireless phone is terminated through the landline network.

I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTAND THIS AGREEMENT AND THE TERMS AND CONDITIONS AND THE PLAN PROVISIONS AND CONDITIONS. I AGREE TO BE BOUND THEREBY. If signing on behalf of an entity, I represent that I am a duly authorized representative of the entity shown under "Billing Name" above, and I have submitted this application in the capacity indicated as my "Title" thereunder. If I am representing a corporation, I acknowledge that the execution of this agreement has been authorized by all necessary corporate actions.

LIST OF FEATURES AND FUNCTIONS INCLUDED IN THIS AGREEMENT

\$ 29.99 FAMILY TALK 250 W/ROLLOV*	\$ 0.00 ROAMER ADMIN FEE EXCLUSI
0.00 DUAL BAND IRDB	0.00 CONNECTION FEE MAY APPLY
0.00 NWL CONVERSION - NO CHAR	0.00 60 MINUTES/MO FOR 24 MON
0.00 OVER-THE-AIR ACTIVATION	
0.05 KENTUCKY LIFELINE SUPPOR	
0.66 UNIVERSAL SVC CHARGE	
0.00 VOICEMAIL - N/C	
0.00 CALL WAITING - NO CHARGE	
0.00 CALLER ID - N/C	
0.00 DETAILED BILLING-NO CHAR	
0.00 THANK YOU FOR YOUR BUSIN	
0.70 911 MONTHLY	
0.00 CINGULAR \$.69 ROAMING	
0.00 CINGULAR NATIONWIDE RM T	
0.00 CINGULAR \$.15 LONG DISTA	
0.00 HOME ORIG LD FOR LMCA	
0.00 LMCA LONG DISTANCE	
0.00 LOCAL RATE ROAMING IN/TN	
0.00 OUT OF HOME \$.15 LD	
0.00 PACKAGE CALLING AREA	

\$ 31.40 Summary of Monthly Charges
(Excluding Airtime Charges and Taxes)

* For informational purposes only.

In case of conflicts rate plan brochures control.

CUSTOMER AUTHORIZED SIGNATURE _____

07/26/2001
DATE

PLAINTIFFS
EXHIBIT
2

Suite 1100-C0 5565 Glenridge Connector Atlanta, GA 30342 1.800.331.0500

LIST OF FEATURES AND FUNCTIONS INCLUDED IN THIS AGREEMENT

\$ 14.99FAMILY TALK SECONDARY*
0.00INTERACTIVE MSG .10/MSG
0.00CALL WAITING

07/26/2001
DATE



P.O. Box 772349 - (LVL)
Ocala, FL 34477-2349

Please Return TOP Portion With Payment

JUL 8 PAID

For Customer Use		
Amount Paid	Date Paid	Check #
55.46	7-8-03	5592

Bill Date: 06/18/03
Account Number: 01117005-001-01

Billing inquiries Toll Free: 1-866-246-4852
For Deaf / hard of hearing customers:
1-866-241-6567 (TTY)

TERMS: The past due amount is due immediately. Late payment charges of 1.5 % may be applied to any unpaid balance as of your next billing date. Returned checks or other negotiable instruments may result in the maximum processing charge allowed by law and may be resubmitted electronically. Notations made on checks or accompanying material will not secure your rights.

Balance Forward	Late Payment Fee	Current Monthly Charges	Total Amount Due
0.00	0.00	55.46	\$55.46

You could win the thrill of your life...a ride in your own Maserati...a thrill that could be just a text message away. Or you could win one of thousands of INSTANT WIN prizes when you send a text message entry! Sign up for text messaging today and play the Cingular TXT 4 THRILLS Sweepstakes! Sweepstakes ends 7/31/03. NO PURCHASE NECESSARY. A PURCHASE DOES NOT IMPROVE YOUR CHANCE OF WINNING. See inside for details and alternate means of entry.

Effective June 2003, incoming calling parties numbers will be listed on your Cingular Wireless bill.

If you would prefer that your number not display on other Cingular Wireless customers' invoices, contact 1-866-246-4852 and request Caller ID block for your cellular number.

Visit us at www.cingular.com and select 'Manage My Account' to view and pay your bill, update your account information and add features to your existing service.

12267 1/6

OTS V923-9900 (10/01)

911 MONTHLY.....1.40
KENTUCKY LIFELINE SUPPORT.....0.10
FED UNIVERSAL SVC CHARGE.....1.25

ADJUSTMENTS TO CURRENT CHARGES

CONNECTION CHARGE.....1.24
CONNECTION CHARGE.....1.24
Total Adjustment(s) to Current Charges.....2.48

TAXES

FEDERAL EXCISE TAX.....1.48
STATE SALES TAX.....2.98
Total Taxes.....4.46

TOTAL CURRENT MONTHLY CHARGES/CREDITS.....55.46

TOTAL AMOUNT DUE BY JULY 11, 2003.....55.46

SUMMARY OF CHARGES BY MOBILE NUMBER

(502)599-3580 SAEID SHAFIZADEH 36.20 (502)494-1459 SAEID SHAFIZADEH
TOTAL CURRENT CHARGES55.46

19.26

12267 2/6

OTS V923-9900 (10/01)



JC Consumer Inquiry System

8/12/2003

Complaint nbr: 200302999 Entry Date: 8/8/03 Closed Date: Type Contact: Walkin
 Name: Shafizadeh, Saeid Utility: Cingular Wireless
 Address: PO Box 21244 Utility Nbr: 10603 Location: Residence
 Utility Type:
 Louisville KY 40221 Complaint Reasons: Disconnection (Don't know)
 County: Jefferson (none) ((none))
 Home: Work: Complaint referred by:
 Fax: CBR Nbr: 502-363-0000

EMAIL:

Contacted Utility? ☒ Spoke with: Customer Service

Cust Relations: None

Utility Contact: Lynn Gentry

Utility Contact's Telephone: 770-749-5959

Preliminary Description:

Disc. - Bill is paid

Other Contacts:

Cellular # 502-599-3580

Processor Name: SMITH_V

See File ☐ Case Related ☐ Staff Referral ☐ Confidential ☐ Customer Yes ☐
 Info Only ☐ Formal Forms ☐ Ref to Util ☒ Satisfied? No ☐

PSC Narratives:

Investigator: SMITH_V

Date: 8/8/03 12:12:39

Customer states he is currently disc., however, the bill is paid. Customer can't reach Cingular. Has been placed on hold, left word and when he calls back placed on hold. Customer has been on hold for 30 plus minutes. Customer is requesting service be reinstated.

called 3:14
8-26-03





2612 North Roan St.
Johnson City, TN 37601
800-947-5096

Date: August 08, 2003
Account Number: 01117005-001-01
Past Due Amount: \$55.46

Amount Paid:

PAST DUE NOTICE

Make check payable in U.S. currency
drawn against a U.S. bank to:

#BWNHHBD

#01117005010013#



AB 01 026810 21644 H 105 A
SAEID SHAFIZADEH
PO BOX 21244
LOUISVILLE, KY 40221-0244



P. O. Box 30523
Tampa, FL 33630-3523



01001117005200102003080600000005546107

Please Return TOP Portion With Payment



2612 North Roan St.
Johnson City, TN 37601
800-947-5096

Past Due Amount: \$55.46
Total Amount Due: \$111.66
Account Number: 01117005-001-01

Dear Saeid Shafizadeh:

Cingular Wireless has made every effort to collect on your account.

Unless we hear from you immediately, we must assume that you have no intention of paying. Your response or failure to respond will determine our action in this matter. Unless your account is brought to a current status it will result in its referral to an outside collection agency and a possible collection entry on your credit bureau report.

Good credit is valuable. It is not too late to resolve your debt with us. Please contact us immediately at 1-800-947-5096 to discuss payment on your account.

1234511

OTS V923-9900 (10/01)



SAEID SHAFIZADEH, ATTORNEY AT LAW

PO. BOX 21244 LOUISVILLE, KENTUCKY 40221-0244 U.S.A.

TELEPHONE (502) 363-0000
TELEFAX (502) 367-8990

August 11, 2003,

Cingular Wireless
2612 North Roan Street
Johnson City, Tennessee 37601

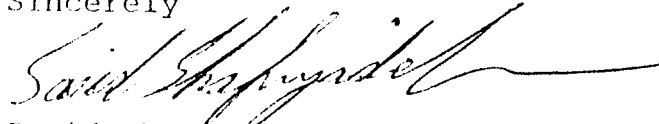
Re: Account Number 01117005-001-01

Dear Sir or Madam,

I have received a Past Due Notice concerning the here above referenced account number. Please take notice, as I have previously on two occasions explained to Cingular representatives I dispute the subject debt. Enclosed, you will find a copy of Pars International Corporation's Bank statement that clearly shows the check number 5592 in the amount of \$ 55.46 had cleared the account on July 18, 2003. Accordingly, there is no past due amount to remit.

Moreover, I demand a written notification that this matter has been resolved in my favor. I trust the foregoing is clear, however, if you have any questions or require additional information, feel free to write to me.

Sincerely



Saeid Shafizadeh

Encl: As Stated



DST U880-9900 (6/03)

BB&T - KENTUCKY

STATEMENT DATE
07-31-03
PAGE 1 OF 2

759-01-01-00 55101 0 C 001 30 55 03
PARS INTERNATIONAL CORPORATION
PO BOX 21244
LOUISVILLE KY 40221-0244

5280244432

BASIC BUSINESS CHECKING-MM
22744771

ACCOUNT NUMBER
TAXPAYER ID

5280244432
611140738

-ACCOUNT SUMMARY-

```

PREVIOUS BALANCE AS OF 06-30-03
    3 DEPOSITS/CREDITS
    10 CHECKS/DEBITS
    SERVICE CHARGE
NEW BALANCE AS OF 07-31-03

```

1,943.81+
1,164.46-
.00-

12,478.43

13,257.78

-CHECKS PAID-

DATE	CHECK NUMBER	AMOUNT	REFERENCE NUMBER
07-01	5587	448.77	58324780
07-03	5588	28.00	58324780

DATE	CHECK NUMBER	AMOUNT	REFERENCE NUMBER
07-18	5592	55.46	52011972

DST U880-8900 (8/03)

xingular fits you best™

www.cingular.com

SAEID SHAFIZADEH, ATTORNEY AT LAW

PO BOX 21244 LOUISVILLE, KENTUCKY 40221-0244 U.S.A.

TELEPHONE (502) 363-0000
TELEFAX (502) 367-8990

September 11, 2003,

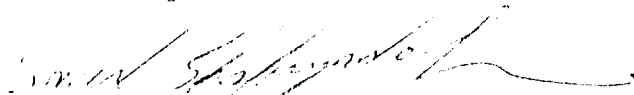
Cingular Wireless
2612 North Roan Street
Johnson City, Tennessee 37601

Re: Account Number 01117005-001-01

Dear Sir or Madam,

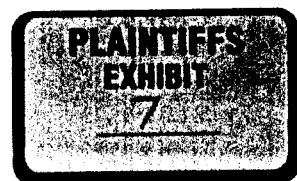
Following my letters of August 8 & 11, 2003, I have now received from the BB&T Bank, a clear copy of the Pars International Corporation's check number 5592 made to Cingular Wireless in the amount of \$55.46 to cover the June bill. You need to restore my wireless services forthwith and reimburse me for the time and trouble as result of you failure to maintain a Generally Accepted Accounting Principles. As I demanded before, I need a written notification that this matter has been resolved in my favor. I trust the foregoing is clear, however, if you have any questions or require additional information, feel free to write to me.

Sincerely



Saeid Shafizadeh

Encl: As Stated



PARS INTERNATIONAL CORPORATION
P.O. BOX 37184
LOUISVILLE, KY 40233 USA
852-363-0000

5592

DATE 7-8-03

PAY TO THE ORDER OF Cingular Wireless

Fifty Five & 46/100 DOLLARS

Acc# 0117005-001-35

0117005-001-35

Said S. [Signature]

⑆005592⑆ ⑆083000713⑆ ⑆2274⑆477⑆⑆

190261

⑆083000713⑆

⑆0000005546⑆

000000052011972 86 OP: 87
20030718 55.46
200308290592 WS: SCAN87

MONICA L PIERCE
JEFFERSON COUNTY
MAIN
759-01-01-00
LOUISVILLE KY



P.O. Box 772349 - (LVL)
Ocala, FL 34477-2349

AUG 29 PAID

For Customer Use		
Amount Paid	Date Paid	Check #
55.39	8-29-03	5607

Bill Date: 08/18/03
Account Number: 01117005-001-01

Billing Inquiries Toll Free: 1-866-246-4852
For Deaf / hard of hearing customers:
1-866-241-6567 (TTY)

TERMS: The past due amount is due immediately.
Late payment charges of 1.5 % may be applied to any
unpaid balance as of your next billing date.
Returned checks or other negotiable instruments may
result in the maximum processing charge allowed by
law and may be resubmitted electronically.
Notations made on checks or accompanying material
will not secure your rights.

Balance Forward	Late Payment Fee	Current Monthly Charges	Total Amount Due
56.29	0.84	55.39	\$112.52

*****PAST DUE NOTICE*****

This bill includes a past due balance. If payment has already been made, please disregard. If not, take a moment to send your payment, including current charges, in the enclosed envelope. To ensure proper credit for your payment, include your mobile or account number on your check.

For added convenience, we accept major credit cards and check by phone 24 hours a day, 7 days a week through our automated response service. You may access this option by calling 866-246-4852 and following the prompts. It is helpful to have your latest statement with you when using this option.

Past due accounts are subject to temporary interruption of service. For restoration of service, a reconnect fee will apply.

If you have questions regarding your account, please contact us at 800-947-5096 during our hours of operation. Thank you.

Visit us at www.cingular.com and select 'Manage My Account' to view and pay your bill, update your account information and add features to your existing service.

11967 1/5

OTS V923-9900 (10/01)

911 MONTHLY.....1.40
KENTUCKY LIFELINE SUPPORT.....0.11
FED UNIVERSAL SVC CHARGE.....1.30

ADJUSTMENTS TO CURRENT CHARGES

RECONNECT FEE.....-36.00
RECONNECT FEE.....-36.00
RECONNECT FEE.....-36.00
CONNECTION CHARGE.....1.24
RECONNECT FEE.....-36.00
CONNECTION CHARGE.....1.24
Total Adjustment(s) to Current Charges.....2.48

TAXES

FEDERAL EXCISE TAX.....1.51
STATE SALES TAX.....2.97
Total Taxes.....4.48

TOTAL CURRENT MONTHLY CHARGES/CREDITS.....55.39

TOTAL AMOUNT DUE BY SEPTEMBER 10, 2003.....112.52

11967 2/5

OTS V923-9900 (10/01)





P.O. Box 772349 - (LVL)
Ocala, FL 34477-2349

Please Return TOF Portion with Payment

For Customer Use		
Amount Paid	Date Paid	Check #
52.60	10-9-03	5625

Bill Date: 09/18/03
Account Number: 01117005-001-01

Billing Inquiries Toll Free: 1-866-246-4852
For Deaf / hard of hearing customers:
1-866-241-6567 (TTY)

TERMS: The past due amount is due immediately.
Late payment charges of 1.5 % may be applied to any
unpaid balance as of your next billing date.
Returned checks or other negotiable instruments may
result in the maximum processing charge allowed by
law and may be resubmitted electronically.
Notations made on checks or accompanying material
will not secure your rights.

Balance Forward	Late Payment Fee	Current Monthly Charges	Total Amount Due
57.13	0.86	52.60	\$110.59

*****PAST DUE NOTICE*****

This bill includes a past due balance. If payment has already been made, please disregard. If not, take a moment to send your payment, including current charges, in the enclosed envelope. To ensure proper credit for your payment, include your mobile or account number on your check.

For added convenience, we accept major credit cards and check by phone 24 hours a day, 7 days a week through our automated response service. You may access this option by calling 866-246-4852 and following the prompts. It is helpful to have your latest statement with you when using this option.

Past due accounts are subject to temporary interruption of service. For restoration of service, a reconnect fee will apply.

If you have questions regarding your account, please contact us at 800-947-5096 during our hours of operation. Thank you.

Visit us at www.cingular.com and select 'Manage My Account' to view and pay your bill, update your account information and add features to your existing service.

11836 1/4

OTS V923-9900 (10/01)

.....0.10
FED UNIVERSAL SVC CHARGE.....1.24

TAXES

FEDERAL EXCISE TAX.....1.43
STATE SALES TAX.....2.81
Total Taxes.....4.24

TOTAL CURRENT MONTHLY CHARGES/CREDITS.....52.60

TOTAL AMOUNT DUE BY OCTOBER 11, 2003.....110.59

SUMMARY OF CHARGES BY MOBILE NUMBER
(502)494-1459 SAEID SHAFIZADEH 34.68 (502)599-3580 SAEID SHAFIZADEH 17.89

ACCOUNT LEVEL CHARGES0.03
TOTAL CURRENT CHARGES52.60

11836 2/4

OTS V923-9900 (10/01)



Please Return TOP Portion With Payment

P.O. Box 772349 - (LVL)
Ocala, FL 34477-2349

AUG 5 PAID

For Customer Use		
Amount Paid	Date Paid	Check #
55.37	8-5-03	5602

Bill Date: 07/18/03
Account Number: 01117005-001-01

Billing Inquiries Toll Free: 1-866-246-4852
For Deaf / hard of hearing customers:
1-866-241-6567 (TTY)

TERMS: The past due amount is due immediately.
Late payment charges of 1.5 % may be applied to any
unpaid balance as of your next billing date.
Returned checks or other negotiable instruments may
result in the maximum processing charge allowed by
law and may be resubmitted electronically.
Notations made on checks or accompanying material
will not secure your rights.

Balance Forward	Late Payment Fee	Current Monthly Charges	Total Amount Due
55.46	0.83	55.37	\$111.66

*****PAST DUE NOTICE*****

This bill includes a past due balance. If payment has already been made, please disregard. If not, take a moment to send your payment, including current charges, in the enclosed envelope. To ensure proper credit for your payment, include your mobile or account number on your check.

For added convenience, we accept major credit cards and check by phone 24 hours a day, 7 days a week through our automated response service. You may access this option by calling 866-246-4852 and following the prompts. It is helpful to have your latest statement with you when using this option.

Past due accounts are subject to temporary interruption of service. For restoration of service, a reconnect fee will apply.

If you have questions regarding your account, please contact us at 800-947-5096 during our hours of operation. Thank you.

Visit us at www.cingular.com and select 'Manage My Account' to view and pay your bill, update your account information and add features to your existing service.

12109 1/5

OTS V923-9900 (10/01)

CONNECTION CHARGE.....1.24
CONNECTION CHARGE.....1.24
Total Adjustment(s) to Current Charges.....2.48

TAXES
FEDERAL EXCISE TAX.....1.50
STATE SALES TAX.....2.97
Total Taxes.....4.47

TOTAL CURRENT MONTHLY CHARGES/CREDITS.....55.37

TOTAL AMOUNT DUE BY AUGUST 10, 2003.....111.66

SUMMARY OF CHARGES BY MOBILE NUMBER
(502)599-3580 SAEID SHAFIZADEH 36.07 (502)494-1459 SAEID SHAFIZADEH 19.28

ACCOUNT LEVEL CHARGES0.02
TOTAL CURRENT CHARGES55.37

12109 2/5

OTS V923-9900 (10/01)



SAEID SHAFIZADEH, ATTORNEY AT LAW

PO BOX 21244 LOUISVILLE, KENTUCKY 40221-0244 U.S.A.

TELEPHONE (502) 363-0000
TELEFAX (502) 367-8990

August 8, 2003

Cingular Wireless-Kentucky
The Prentice-Hall Corporation System
421 West Main Street
Frankfort, Kentucky 40601

Certified Mail 700 0520 0016 4420 3817

Re: Account no. 01117005-001-1 &
preceding Bell South Mobility Account no. 502-551-2950

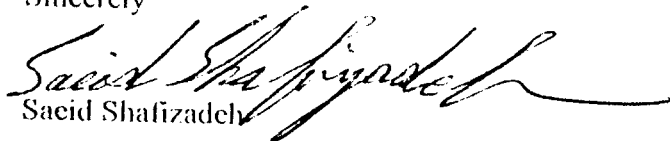
Dear Sir or Madam,

I am requesting Cingular Wireless to furnish a complete copy of the pay/credit history, contracts, and any credit reports obtained for the here above referenced accounts; please mail the said copies to my attention at the address on this letterhead.

You are also on notice to cease and desist from using any social security number(s) associated with the here above referenced accounts for access purposes to the subject accounts or any other purpose not authorized by the respective statute. The Social Security Act, established the social security number to be used **exclusively** for the purpose of withholding and accumulating social security benefits; the Act does not authorize any other use of the social security number. Nor did I ever authorize Cingular Wireless to use my social security number for security purposes.

I also request that the above referenced accounts and related names and addresses to be removed from any and all indices that Cingular Wireless and its affiliates use, receive, obtain, and purchase for marketing purposes. You are also cautioned not to give, share, lend and/or sell the said information to any person and/or firm for any purpose whatsoever. Any marketing material received from and/or on behest of Cingular Wireless would be deemed harassing communication and will be referred to the authorities for prosecution. I trust that the foregoing is clear and well within the boundaries of the applicable laws, however, if you have any questions or require additional information, feel free to write to me.

Sincerely


Saeid Shafizadeh

cc: Federal Communications Commission,
Consumer & Governmental Affairs Bureau.



U.S. Postal Service
CERTIFIED MAIL RECEIPT
 (Domestic Mail Only; No Insurance Coverage Provided)

FRANKFORT KY 40601

Postage	\$ 0.37
	\$2.30
Certified Fee	\$1.75
Return Receipt Fee (Endorsement Required)	\$0.00
Restricted Delivery Fee (Endorsement Required)	\$4.42
Total Postage & Fees	\$

0021
12

Postmark
Here

08/08/2003

Recipient's Name (Please Print Clearly) (To be completed by mailer)

Cingular Wireless - Kentucky
 421 West Main Street
 Frankfort, Kentucky 40601

PS Form 3800, February 2000

See Reverse for Instructions

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Cingular Wireless - Kentucky
 The PREntice-Hall CORP. system
 421 West Main Street
 Frankfort, Kentucky 40601

2. Article Number (Copy from service label)

700 0520 0016 4420 3817

COMPLETE THIS SECTION ON DELIVERY

A. Received by (Please Print Clearly) B. Date of Delivery

Linda A. Smith AUG 11 2003

C. Signature

Linda A. Smith

☐ Agent
☐ Addressee

D. Is delivery address different from item 1? ☐ Yes

If YES, enter delivery address below: ☐ No

3. Service Type

☒ Certified Mail ☐ Express Mail
☐ Registered ☐ Return Receipt for Merchandise
☐ Insured Mail ☐ C.O.D.

4. Restricted Delivery? (Extra Fee)

☐ Yes